

Request for Proposals
for
Consulting Services
Louisiana Civil Rights Museum Planning Study

State of Louisiana
Department of Culture, Recreation and Tourism
Office of State Museum

Louisiana State Museum
751 Chartres Street
New Orleans, LA 70116

(504) 568-6968

<http://www.lsm.crt.state.la.us>

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

Release Date: June 15, 2009
Proposals Due: July 20, 2009

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SCHEDULE OF EVENTS

	Activity	Date
1.	Release of RFP	June 15, 2009
2.	Deadline to submit written questions about the RFP	June 26, 2009
3.	Responses to Proposers' Inquiries Posted @ http://lsm.crt.state.la.us	June 29, 2009
4.	Deadline to Submit Proposals - Proposals must be received at the Louisiana State Museum, Attn: Damond Francois, 751 Chartres Street, New Orleans, LA 70116.	Monday July 20, 2009 by 4 p.m. CDT
5.	Proposal Evaluation	July 21- July 24, 2009
6.	Oral Presentations, if necessary	July 27-28, 2009
7.	Final Evaluation & Selection	July 31, 2009
8.	Notification	August 3, 2009
9.	Contract Negotiations	August 5-8, 2009
10.	Anticipated Contract Start Date (Allow 14 days from notification date for appeals)	August 23, 2009

The State reserves the right to modify the schedule of events (other than the deadline to receive proposals). Any modifications and communications will be posted on the State's website <http://www.lsm.state.la.us> and <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>.

PART 1. GENERAL INFORMATION ABOUT THIS RFP

1. Contractor's Responsibilities

Through this Request for Proposals ("RFP"), and as provided in further detail in the attached sample contract, the Louisiana Office of State Museum (sometimes referred to as "State" or "Museum") seeks proposals for a contractor(s) to conduct a planning study for a proposed **Louisiana Civil Rights Museum (LCRM)**, a new cultural and historical institution in New Orleans, Louisiana.

The planning study created under the resulting contract will provide information and recommendations regarding strategies to position the LCRM within the marketplace of New Orleans as well as around the state.

Following the objectives specified in the negotiated contract, it is anticipated that the selected contractor(s) will address the following concerns about audience demand and the Louisiana Civil Rights Museum's long-term viability:

- 1) The museum's ability to attract and sustain the interest of a diverse audience over time, including, but not limited to, local and regional residents, school groups, group tours, and national and international tourists.
- 2) The museum's potential to attract audience attention by incorporating new trends in the museum field for presenting historical content using a variety of approaches and formats that have been shown to generate positive responses and sustained interest from visitors.
- 3) The museum's potential to cultivate new audiences by co-locating other "tenants" within the overall site whose uses both complement the Museum's mission and help to establish a cohesive identity for the site that can be marketed as a destination point to the broad public.
- 4) The museum's ability to generate income from its admission fees, membership subscriptions and other sources. This assessment should incorporate ideas about comparable sustainability for related sites around the state.

2. Anticipated Term of Contract

If properly executed and approved in accordance with La. R.S. 39:1502 et seq., any contract issued pursuant to this RFP is anticipated to begin on the date set forth in the Schedule of Events. The term of any such contract is anticipated to be approximately twelve months. However, the actual term will be set forth in the negotiated contract. That contract term may be amended by mutual agreement in accordance with the procedure set forth in the sample contract.

3. Proposer Inquiries

The State will consider written proposer inquiries regarding RFP requirements and the Scope of Services up to the deadline for receiving inquiries, as specified in the Schedule of Events.

Inquiries must be in writing and received by the Issuing Officer at the address below by mail, fax, or e-mail by the time and date specified in the Schedule of Events.

Please submit inquiries in the following format:

Company Name	
Question	Reference RFP Section and page
1.	
2.	

Official responses to all questions presented by interested parties will be posted by the date specified in the Schedule of Events at <http://lsm.crt.state.la.us>

Only the Issuing Officer has the authority to respond to proposers' questions on behalf of the State. Responses will be in writing and posted as described above. Any communications from any other individuals or in any other form are not binding to the State.

4. Response Deadline

Proposals must be received by the Louisiana State Museum, Attn: Damond Francois, 751 Chartres Street, New Orleans, Louisiana 70116 no later than 4:00 p.m. CDT on the date specified in the Schedule of Events. Late proposals will not be evaluated.

5. Standard Contract

The State will enter into negotiations with the proposer awarded the highest score based on the grading sheet criteria on page 20 of this RFP. The Evaluation Committee appointed by the Assistant Secretary for the Office of State Museum or his designee will score the proposals. Negotiations will be directed toward a formal contract between the selected proposer and the State. The award of the contract may be made on the basis of initial offers.

A sample, standard contract, containing the proposed scope of services, is included in the RFP. The actual contract terms may vary, based on negotiations and amendments.

The selected proposer will be expected to enter into a contract that is substantially similar to the sample, standard contract. If the Proposer takes exception to any terms of the standard contract, the Proposer should include that information in his proposal.

The contract will contain numerous boilerplate clauses, including an “Entire Agreement Clause,” which provides that:

“This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.”

The contract will also contain an “Order of Precedence Clause,” which provides that:

“In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor’s proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor’s proposal.”

If contract negotiations with the selected Proposer cannot be concluded within 30 days following selection, State may, at its discretion, immediately discontinue negotiations with the selected Proposer and may commence negotiations with the next highest scored Proposer.

6. Incurring Costs

The State is not liable for any cost or expense that an individual or business entity may incur while reviewing this RFP, conducting research regarding this RFP, or in preparing a proposal in response to this RFP.

7. Disclosure of Proposal Contents

The information provided in the proposals shall be held in confidence until the contract negotiations are complete and any contract awarded pursuant to this RFP is executed and approved. The winning proposal shall become a part of the executed contract. All material submitted to the State will become property of the State, is subject to the Louisiana Public Records Act, La. R.S. 44:1 et seq., and may only be returned at the option of the State. Selection or rejection of a proposal does not affect this right.

Proposers are encouraged to familiarize themselves with the Louisiana Public Records Act. Pursuant to La. R.S. 44:3.2, any request for confidential treatment of any part of a proposal shall contain a cover sheet that provides in bold type “**DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION.**” Each instance of information considered proprietary or trade secret must be clearly marked and provide the specific legal basis supporting the request, as well as an explanation why disclosure is not in the best interest of the public pursuant to La. R.S. 44:3.2. However, the determination of whether such information is proprietary shall be made by the custodian within thirty days of submission. Any proposal marked as confidential in its entirety may be rejected without further consideration or recourse.

8. Addenda/Changes

The State reserves the right to revise any part of this RFP by posting addenda at <http://www.lsm.crt.state.la.us> and <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

Any change will be technical in nature, a clarification, or an adjustment in the schedule (other than the date proposals are due). Substantive changes will require reissuance of this RFP.

11. News Releases

No news releases regarding this RFP or the selection procedure may be made without express written approval from the Issuing Officer.

12. Right to Reject All Proposals

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to reject any and all proposals, in whole or in part, or cancel this RFP, in whole or in part, if such is determined to be in the State’s best interest. The State reserves the right to provide or contract for any of the services described in this RFP independently, within state procurement guidelines. The State may opt to contract for some, all or none of the services described in this RFP.

11. Withdrawal and Re-submission of Proposal

A proposer may withdraw his submitted proposal at any time up to the deadline to submit proposals. To withdraw a proposal, an authorized representative must submit to the Issuing Officer a written request to withdraw the proposal, the request must be received by certified mail, and it is effective upon receipt by the Issuing Officer.

12. Ownership of Proposal

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.

13. Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

14. Initial Offer

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

15. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Code of Governmental Ethics if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

PART 2. GENERAL INFORMATION ABOUT THE ISSUING AGENCY

1. Contact Information

The Issuing Officer for the Louisiana Department of Culture, Recreation and Tourism, Office of State Museum is Leonard Lewis, Administrative Program Manager. All communication regarding this RFP and the resulting contract will be coordinated through the Issuing Officer.

Leonard Lewis, Administrative Program Manager
Office of State Museum
751 Chartres Street
New Orleans, LA 70116
(225) 978-1337 / (504) 568-6968
llewis@crt.state.la.us

2. The Louisiana Civil Rights Museum

The Louisiana Civil Rights Museum (LCRM) was established as the official state civil rights museum by enabling legislation effective July 1, 1999. The proposed museum shall be operated, managed and funded by the office of the state museum of the Department of Culture, Recreation and Tourism.

Enabling legislation presently describes the LCRM as a civil rights historical museum responsible for the collection, preservation and exhibition of archives, books, chapters, documents, maps, records and other artifacts relative to the evolution, development, and history of civil rights in Louisiana. All properties and the management thereof will be under the jurisdiction of the office of the state museum.

The proposed museum will preferably be housed at an historic New Orleans site and function as an interpretive center that fosters a deeper understanding of the development, impact and continuing relevance of the Civil Rights movement in Louisiana. The LCRM will illuminate and engage the historical, political, social, and economic legacies of the movement in Louisiana's communities today. The LCRM will also house a center that offers related public programs and promotes civic dialogue, civic engagement and lifelong learning on civil rights and related relevant issues in Louisiana and across America.

The Louisiana State Museum is the lead organizing body for the proposed Louisiana Civil Rights Museum, with offices headquartered in New Orleans. The Louisiana state Museum, in conjunction with a statewide Advisory Board created by the Louisiana Department of Culture, Recreation and Tourism, provides the primary support and

strategic guidance during the development phases of the museum. The Louisiana Civil Rights Museum Advisory Board is in its early formative stages and is currently completing the final appointments to this oversight body.

The Advisory Board will serve as chief among the leadership groups in conjunction with significant support from the State of Louisiana, the board of directors of the Louisiana State Museum and the Louisiana State Museum Foundation, will build a wide base of public, private and financial support for the museum.

3. Department Organization

The Louisiana Department of Culture, Recreation and Tourism (“DCRT”) is one of twenty departments in the executive branch of Louisiana state government. The commissioner of DCRT is the Lieutenant Governor, who appoints a secretary to oversee the operations of the entire department. The department consists of several agencies, or “offices,” including the Office of Tourism, Office of Cultural Development, Office of State Museum, Office of State Library, Office of Management and Finance, and Office of State Parks. For more information about the department, visit <http://www.lsm.crt.state.la.us>.

4. Agency Organization

The Louisiana Office of State Museum is responsible for administering the Louisiana State Museum, a statewide collection of museums and historic sites that including six National Historic Landmark facilities. The Office is headquartered in New Orleans, with facilities also located in Baton Rouge, Patterson, Natchitoches, and Thibodaux. The Louisiana State Museum is accredited by the American Association of Museums.

PART 3. INSTRUCTIONS FOR RESPONDING TO RFP

1. How to Submit the Proposal

All proposals must be received in the Louisiana Office of State Museum Administrative Office in New Orleans by 4:00 p.m. on the date specified in the Schedule of Events. It is solely the responsibility of each proposer to ensure timely delivery of the proposal. Proposals may be mailed, shipped, or hand-delivered to:

Louisiana Office of State Museum
Attn: Damond Francois
751 Chartres Street
New Orleans, LA 70116

The package should be sealed and labeled as “Response to LCRM Planning Study RFP.” Proposers should submit 5 duplicate copies of the proposal, including all attachments. **Please do not fax or e-mail proposals. They will not be accepted or considered.** Please respond to all questions and provide all information in the order requested. Pages should be numbered.

2. Proposal Contents

a. Proposal Summary. Every proposal should include a typed summary which provides the following information, in the following order:

1. Proposer’s Name (including the proposer’s legal name and any other name under which it conducts business)
2. Chief Executive Officer
3. Account Manager, if different
4. Name, title, and preferred contact information of an official representative of proposer to whom any communications regarding this RFP may be directed.
5. Address
6. E-mail address
7. Phone number
8. Fax number
9. Tax I.D. number
10. Website, if any
11. Signature of an official authorized to bind the Proposer to its provisions (only one original signature is necessary)

b. Mandatory Requirements. In order to be evaluated, every proposer must meet the minimum mandatory requirements described below.

1. Recognizing its responsibilities to the communities the State serves, it is the department's policy to provide opportunities for socially or economically disadvantaged persons (as defined in La. RS 39:1732) and the businesses they own to ensure their fair consideration as vendors of our goods and services. The proposer shall provide a written statement in which it certifies that it is an equal opportunity employer, that it does not discriminate in its employment practices or delivery of services, and that it will make every effort, when economically feasible, to subcontract with socially or economically disadvantaged persons and businesses, and small entrepreneurship (as defined in Act 440 of the 2005 Regular Session of the Louisiana Legislature, the "Hudson Initiative").
2. If a proposer seeks to collaborate with other business entities or individuals in a proposal, the proposer must submit the written agreements that describe that collaboration, including the nature of the relationship and an explanation of the division of duties, billing and payment arrangements, lines of communication, and account management. The State will require the appointment of a single point of contact for any such collaboration. It is anticipated that the State will require the collaborators to designate a "lead" proposer with whom the State will contract.

Proposers who fail to include the certification statement and documentation for a proposed collaboration, if any, will not be graded.

c. Determination of Responsibility

Before entering into a contract, the State will be required to certify that it has determined the selected contractor to be responsible, according to the following factors as they relate to the purpose and scope of this RFP:

- Has adequate financial resources for performance of each component to which it applies or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities for performance or has the ability to obtain them as required during performance;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make this determination of responsibility by presenting acceptable evidence of the above factors as they relate to the services called for in this RFP.

d. Items to be submitted for evaluation

1. Experience/Personnel

Considering past relevant experience and current personnel resources, please describe the proposer's capacity to perform services necessary to meet the objectives of this RFP which, at a minimum shall include:

- Identifying trends in historic site interpretation institutions, nationally and internationally that are effective in engaging and building audiences, particularly as it relates to defining mission, interpreting content, and providing evocative experiences for visitors. Examples include the National Civil Rights Museum in Memphis, the National Underground Railroad Freedom Center in Cincinnati, the Birmingham Civil Rights Institute in Alabama and the planned Atlanta Center for Civil and Human rights in Atlanta. Identify other historic sites and cultural institutions that may serve as models.
- Identifying museums that may compete for tourist activity locally, regional, and nationally. Provide a profile of trends in attendance figures in other cultural institutions. Based on this information, identify the market area for the Louisiana Civil Rights Museum and potential audience demand.
- Providing information about multi-media exhibition formats and innovative programming that have drawn and sustained audience interest. Making recommendations about specific approaches that would enhance a visitor's learning experience at the proposed museum.
- Providing a profile of target audiences, including but not limited to local residents and tourists with an interest in the urban experience. The profile of the target audience must include demographic information, including information about groups and subgroups most likely to visit the museum.
- Providing an analysis of travel patterns that will attract visitors to a New Orleans site. Assessing the Myrtle Banks School site in New Orleans and others to make recommendations regarding the best possible location for the

LCRM.

- Reviewing and evaluating the Museum's proposed programming and develop estimates of annual attendance, average daily attendance, and seasonal variations for its first three years of operation.
- Reviewing the fee structure and other sources of earned income of comparable historic site interpretation institutions. Recommend a fee structure, including a "museum package" that would admit visitors to the Louisiana Civil Rights Museum as well as several other local museums.
- Identifying potential complementary uses for the overall building that can provide a cohesive identity, and help to position the museum as a destination point for visitors.
- Identifying site and building amenities that support potential types of uses (such as parking and available public facilities).

2. Staff

- (a) Please complete and submit Form A.
- (b) Please provide the names of all key employees who will work directly with this account and describe each employee's role in the project.
 - (i) Include each employee's professional background, including education and relevant experience.
 - (ii) Note any experience related to planning or feasibility study research and document production.
 - (iii) Include the geographic location of each key employee (i.e., in what city is that employee based?)

Please note that the selected contractor will be required to secure prior written approval for changes of key personnel assigned to the account. State Museum will not unreasonably deny approval of changes.

3. Client References

Please provide three (3) client references for whom the proposer has performed relevant services. Include client's name, type of business, address, contact person, contact person's title, telephone number, e-mail, and type of service provided.

4. Financial Stability

Please submit a letter of good standing from the proposer's bank and two credit references.

5. Cost

Using Form B, or an exact duplicate thereof, please submit proposer's cost for providing the services described herein. You are reminded that the State may enter into a contract without further discussion of the proposal, based on an initial offer received.

6. Narrative

Please provide a brief statement (not more than 200 words) explaining why the proposer should be selected to provide these services.

FORM A. COMPANY BACKGROUND AND DESIRED QUALIFICATIONS

Company Background Information

If you require additional space, you may attach extra pages.

Please provide the information in the order requested.

1. Name of Proposer's Company _____ Year founded _____
2. Form of Business (e.g., corporation, limited liability company) _____
3. Parent Company or Affiliates _____
4. Location of Offices _____ Number of employees in each _____
5. Company In-house Services (check all that apply)

_____ Project Planning	_____ Survey Development
_____ Land use planning	_____ Survey Administration
_____ Graphic design	_____ Meeting Facilitation
_____ Data collection and analysis	_____ Copywriting
6. Will you use third parties for any of the services provided under this contract?
If yes, whom? _____
For what services? _____
7. What would you consider to be your company's strongest area of expertise?
8. Please list any relevant awards, recognitions, and professional memberships.

FORM B. COST

Element	Cost
TOTAL COST	

Relative Cost of Services is calculated using this formula, taking into account the TOTAL COST proposed:

$$\frac{\text{Lowest Proposed Cost}}{\text{Proposer's Cost}} \times 25 = \text{Score}$$

PART 4. SELECTION PROCEDURE AND EVALUATION CRITERIA

1. Selection Procedure

All proposals received by the deadline will be reviewed first for substantial compliance with this RFP and for strict compliance with the mandatory requirements. Proposals that are late, non-compliant, or fail to meet the minimum mandatory requirements will not be evaluated.

Proposals that are timely, compliant, and meet the minimum mandatory requirements will be reviewed by the Evaluation Committee, which will include up to five members designated by the Assistant Secretary of the Office of State Museum or his designee. The State reserves the right to invite other personnel to sit in on the presentations and review the proposals. However, only members of the Evaluation Committee will grade the proposals and presentations (if any).

The written proposals will be evaluated and graded in accordance with the Evaluation Criteria listed on the Sample Grading Sheet provided below.

If the Evaluation Committee determines that it needs additional information about the proposers, the Evaluation Committee may invite proposers to participate in an oral presentation. The Evaluation Committee will only invite to the oral presentation those proposers who, based on their scores, are determined to be reasonably susceptible of being selected to receive a contract award.

Proposers will not necessarily need to prepare any additional information for the oral presentation, unless specifically requested by the Evaluation Committee. The oral presentations are an opportunity for the proposers to clarify and elaborate on their proposals, in response to committee members' inquiries or otherwise, thereby providing the Evaluation Committee more information on the Criteria by which the proposers are evaluated.

Equipped with more complete information, the Evaluation Committee will then grade each proposer according to the same criteria listed on the Sample Grading Sheet.

If the Evaluation Committee opts to have oral presentations, the Evaluation Committee will complete a NEW grading sheet for each proposer for this "Final Round." The Grading Sheet for the Final Round is identical to the Grading Sheet for the Preliminary Round. However, the grades on the Final Grading Sheets will be based on more complete information.

Each member of the Evaluation Committee will be provided with his grading sheets from

the Preliminary Round (which scores were based on the written proposals alone), to use as a reference. If, after the questions and discussions with the proposers participating in the Final Round, the committee member's opinion about a proposer is unchanged on all criteria, his scores may be identical to those awarded in the Preliminary Round.

The scores from the Preliminary Round and the Final Round are not averaged, added, or combined in any way. The scores in the Final Round of grading will replace the scores in the First Round of grading. The scores in the Final Round shall reflect both the written proposal AND any additional information learned in the oral presentation. The grades on the Final Grading Sheets are the Final Scores.

To reiterate, the Evaluation Committee may choose not to hold a Final Round of oral presentations. If the Evaluation Committee chooses not to have a Final Round of oral presentations, the scores assigned to the proposers will be based on the Written Proposals alone.

Proposers will be ranked according to the scores received. The proposer with the highest-ranking proposal will be notified of the outcome, as will the other proposers.

2. GRADING SHEET

PROPOSER: _____

CRITERIA	Maximum Possible Points	SCORE
Was the proposal timely, responsive, and were all mandatory requirements met? (If “No, the proposal is disqualified.)	Yes/No	
1. Experience/Personnel	40	
2. Company Background and Desired Qualifications	20	
3. Client References	10	
4. Financial Stability	5	
5. Relative Cost	25	
TOTAL	100	

Relative Cost of Services is calculated using this formula, taking into account the total cost proposed

Lowest Proposed Cost

$$\frac{\text{Lowest Proposed Cost}}{\text{Proposer's Cost}} \times 25 = \text{Score}$$

EVALUATION COMMITTEE MEMBER: print name

signature

date

Attachment A
SAMPLE CONTRACT

This document is intended to provide proposers information about boilerplate language and the basic structure of a State contract. The actual terms may vary based on contract negotiations and other circumstances. Also, the contract may be amended or terminated in accordance with procedures outlined in the contract. However, please be reminded that the State reserves the right to enter into a contract based on a proposer's initial offer.

STATE OF LOUISIANA
PARISH OF ORLEANS

Contract Number _____

CONTRACT

BE IT KNOWN, that on the dates and at the places written below, the Louisiana Department of Culture, Recreation and Tourism, Office of State Museum, hereinafter sometimes referred to as "Museum" or "State," and _____ (name of contractor);
_____ (address);
_____ (Tax Identification Number);, _____ (phone);
hereinafter sometimes referred to as "Contractor," do hereby enter into this contract under the following terms and conditions:

Scope of Services:

As detailed in the attached Exhibits, which are by this reference incorporated herein, the Contractor shall:

Take all steps necessary to prepare a comprehensive planning study that provides guidance for the design, construction and operations for a new Louisiana Civil Rights Museum in New Orleans.

The contractor shall in the course of the services of this contract provide the following deliverables:

1. Time table and work plan
2. Draft planning study
3. Final planning study

Payment Terms

In consideration of the services described above, the State hereby agrees to pay the Contractor a maximum fee of _____. Travel and other expenses constitute part of

the total maximum payable under the contract and will not be reimbursed separately. Payment will be made only upon approval of the Contract Monitor, his designee, supervisor, or successor. If progress and/or completion to the reasonable satisfaction of the State is obtained, payments are scheduled as follows:

To be completed based upon work plan and cost negotiated by the State and Contractor

Upon satisfactory and timely completion of services and the receipt of deliverables, State shall remit payment based upon original invoices.

Taxes

Contractor hereby agrees that the responsibility for the payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be the Contractor's obligation and identified under Federal tax identification number_____.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Termination for Cause

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contractor in default and the contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Remedies

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

Entire Agreement Clause

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of the State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be transferred by Contractor to State, at Contractor's expense, at termination or expiration of this Contract.

Assignment

Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor that relate to this Contract.

Term of Contract

This Contract shall begin on _____ and shall terminate on _____. Services shall be scheduled and rendered by agreement between the contract monitor and the Contractor.

This Contract is not effective until approved in accordance with La. R.S. 39:1502. It is the responsibility of the Contractor to advise the agency in advance if contract funds or terms may be insufficient to complete contract objectives.

Amendments in Writing

Any alteration, variation, modification or waiver of provisions of this contract shall be valid only when it has been reduced to writing, executed by all parties to the original agreement, and approved by the Louisiana Division of Administration, Office of Contractual Review.

Fiscal Funding

The continuation of this Contract is contingent upon legislative appropriation of funds to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding the revenues for the year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Anti-discrimination

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS, DONE AND SIGNED at _____, _____ on the
_____ day of _____, 200__.

WITNESSES:

_____	_____
_____	Name
	Title
	for

THUS, DONE AND SIGNED at _____, Louisiana the _____ day of
_____, 200__.

_____	_____
_____	Sam Rykels, Assistant Secretary
	for the Office of State Museum

THUS, DONE AND SIGNED at Baton Rouge, Louisiana on the _____ day of
_____, 20__.

_____	_____
_____	Pam Breaux, Secretary
	for the Department of Culture, Recreation
	& Tourism

Sample Contract Exhibit A

Goal: To conduct and complete a comprehensive planning study for a proposed Louisiana Civil Rights Museum

Objectives:

- To identify trends in historic site interpretation institutions, nationally and internationally that are effective in engaging and building audiences, particularly as it relates to defining mission, interpreting content, and providing evocative experiences for visitors. Examples include the National Civil Rights Museum in Memphis, the National Underground Railroad Freedom Center in Cincinnati, the Birmingham Civil Rights Institute in Alabama and the planned Atlanta Center for Civil and Human rights in Atlanta. Identify other historic sites and cultural institutions that may serve as models.
- Identify museums that may compete for tourist activity locally, regional, and nationally. Provide a profile of trends in attendance figures in other cultural institutions. Based on this information, identify the market area for the Louisiana Civil Rights Museum and potential audience demand.
- Provide information about multi-media exhibition formats and innovative programming that have drawn and sustained audience interest. Make recommendations about specific approaches that would enhance a visitor's learning experience at the proposed museum.
- Provide a profile of target audiences, including but not limited to local residents and tourists with an interest in the urban experience. The profile of the target audience must include demographic information, including information about groups and subgroups most likely to visit the museum.
- Provide an analysis of travel patterns that will attract visitors to a New Orleans site. Assessing the Myrtle Banks School site in New Orleans and others to make recommendations regarding the best possible location for the LCRM.
- Review and evaluate the LCRM's proposed programming and develop estimates of annual attendance, average daily attendance, and seasonal variations for its first three years of operation.
- Review the fee structure and other sources of earned income of comparable

historic site interpretation institutions. Recommend a fee structure, including a “museum package” that would admit visitors to the Louisiana Civil Rights Museum as well as several other local museums.

- Identify potential complementary uses for the overall building that can provide a cohesive identity, and help to position the museum as a destination point for visitors.
- Identify site and building amenities that support potential types of uses (such as parking and available public facilities).

Performance Measures:

Output	The completed comprehensive planning study.
Outcome	The Louisiana State Museum has a key document to guide the continuing work on the Louisiana Civil Rights Museum project.
Quality	Public recreation dollars are spent in accordance with demonstrable public needs.

Monitoring Plan:

The Contract Monitor, Leonard Lewis, Administrative Program Manager, will serve a monitoring and liaison function for the State. The Contract Monitor will work with the Contractor to ensure that the Contractor renders the services described herein in accordance with the terms of this contract. It is the responsibility of the Contractor to inform the Contract Monitor if additional time or resources will be needed. The Contract Monitor will ensure the services are rendered and deliverables are delivered in a professional manner and in accordance with the terms of this contract. Any deficiencies will be documented and reported in the Performance Evaluation.

Deliverables:

All deliverables described in the scope of services including but not limited to:

1. Time table and work plan
2. Draft planning study
3. Final planning study

RESPONSES TO PROPOSER INQUIRIES

NOTE: Similar questions from multiple proposers have been group together where appropriate.

1. Do you have a fee range for the engagement?

What is your budget for the required services? Is there a price range that the State has in mind for this planning study?

What is the project budget for these Consulting Services described in the RFP?

Answer: The Louisiana State Museum (LSM) has not pre-determined a price for the planning study.

2. Credit Reference: What information do you require?

Given that we are still only in the proposal phase, it seems a bit much to provide a letter of good standing plus two credit references to prove our financial stability. We can submit financial information about our company, including our size and yearly revenue. Would that be OK?

Answer: The LSM will accept information regarding size and yearly revenue as fulfillment of this requirement in the submission phase.

3. How many sites are to be considered?

How many potential sites are you currently considering?

Have possible sites for the Civil Rights Museum already been identified?

Has an "historical New Orleans site" been chosen for the Civil Rights Museum, or do you have a list of potential sites? Can you share where those sites are located? Will choosing a site be part of the scope of the planning process?

Has the state already selected the Myrtle Banks School as the preferred site?

Besides the Myrtle Banks school site, does the State have other sites in question and if so, how many?

Answer: The LSM desires, as a matter of due diligence, that the planning study provide an assessment of no fewer than three potential sites for the Louisiana Civil Rights Museum (LCRM). The Myrtle Banks School site is the only currently identified site to be considered. Other sites will be determined in conjunction with the selected consultant(s).

4. What is the current status of the site (Myrtle Banks Elementary School)? Is this site still available for development?

Answer: The fire damaged school building remains in place. The public records of the Orleans Parish School Board indicate that the School Board voted to demolish the building. The School Board resolution authorizing that Board to enter into a Cooperative Endeavor Agreement with the State to use the site for a Civil Rights Museum remains in effect.

5. What museum programming has been developed to date? By whom?

Answer: The LSM has not determined programming for the Civil Right Museum, specifically. However, it has and will continue to do Civil Rights related exhibits programming in its ordinary operations and may style or brand such exhibits and programs as LCRM products prior to the opening of the new facility.

6. Can a supplemental qualifications package be attached?

Answer: Yes

7. Has the museum identified a museum director, or in lieu of that, a project coordinator to act as the liaison between the LSM and the chosen consultant?

Answer: The LSM will be hiring a Project Director to coordinate the planning phases of the LCRM project. It is anticipated that the Project Director will be in place by August 15, 2009 at the latest.

8. Who on the museum team would be working on this project? Are there any dedicated staff members for the Civil Rights Museum?

Answer: As needed, current staff from all sections of the LSM, including but not limited to historians, curators, and administrative personnel, may be assigned to the LCRM project.

9. Is a staffing model in the scope of the planning study?

Answer: Yes.

10. How do you propose the consultant will co-locate other tenants to place within the overall site? Will the consultant be responsible not only for identifying potential co-tenants, but also for aiding the museum in defining agreements with future co-tenants?

Answer: The RFP anticipates the consultant will be responsible for identifying potential co-tenants.

11. How will the Louisiana Civil Rights Museum Advisory Board participate in the planning phase? Will the chosen consultant need to present work to them? Will they be integral in the formulation of the plan, or will they simply provide general directives that the museum staff can then act upon?

Answer: The LSM anticipates the LCRM Advisory Board will be an active participant in the planning phase. Board members will be involved in all presentations given in relation to this project.

12. Will the Louisiana Department of Culture, Recreation and Tourism be involved in the planning process? How so?

Answer: The Secretary of the Department of Culture, Recreation and Tourism (CRT) will determine the department level of involvement.

13. The word limit for the Narrative, explaining why we should be chosen to provide these services, is very short (only 200 words). Would you consider increasing the word count or simply allowing for a statement that runs 2-3 pages?

Answer: Proposers' narratives may be expanded to 1000 words.

14. Do you envision that preliminary design or programmatic concepts could be a part of the planning document? We have ample experience in doing interpretive master plans for institutions that include visuals and programmatic ideas. We find these documents are helpful when raising money for the institution because they clearly lay out what the museum will be *like*. Would you be interested in our experience in this capacity as well as more technical feasibility studies?

Answer: Design and programmatic concepts are expected only to the extent necessary to meet the tasks stated in the RFP. Specific design and programmatic proposals will be solicited at a future date.

15. Do you have an exhibit designer or architect for the project?

Answer: No.

16. Do you have an initial concept?

Answer: No.

17. We would like to clarify your request for information on the team made on page 13 of the RFP under Experience/Personnel. It seems that providing a work scope would best respond to your needs outlined in that section. Is that the intent of what is asked for on page 13/14? If not, is the appropriate team response to provide relevant qualifications from past projects? Also, if not, should we include a recommended work scope?

Answer: Proposers should provide their response in the Experience/Personnel section in the form that best describes their capacity to perform the services required.

18. The RFP specifies that this is a 12 month contract. Are there any milestones events or decisions during the 12 months, or immediately after the 12 months, that a planning team should be aware of? The RFP states that the anticipated contract to last for approximately twelve months. However, the actual term will be set forth in the negotiated contract. Can we state in our proposal a timeline for the completion of the study, or is this to be negotiated once the consultant is chosen?

Answer: The 12-month term was stated as a general benchmark. Proposers are free to include timelines in their submissions.

19. Have there been any preliminary planning and/or studies for the LCRM that will be made available to the consultant?

Will the consultant be furnished with any data or previous studies conducted by the State? If so, what process will be required for the consultant to follow in order to retrieve such data?

Answer: There have been no formal studies regarding the LCRM previous to this RFP.

20. Are there any appropriated funds for the development of the LCRM and if so, what is the preliminary budget for this facility?

Is there a particular scale and/or level of investment you have in mind?

What do you foresee the total budget being?

Answer: The Louisiana Legislature has approved an aggregate of \$900,000 in capital outlay fund toward the planning of the LCRM. All other decisions regarding funding will be determined at a future time.

21. Will the Louisiana Office of State Museum be able to provide the consultant with general operating data for other museums in the state, such as attendance levels, revenue and operating costs, funding and development budget, etc.?

Answer: The LSM will provide the consultant with any information within its possession and work with the consultant to facilitate the acquisition of other available data.

22. Typically attendance and planning factors for our studies entail a 5-year programming where as your RFP only requires three years. In our proposal can we offer to provide the State with a five-year planning period, or is only a 3-year planning period required?

Answer: Proposers are free to submit proposals contemplating estimates that go beyond the three-year time period. A three-year estimate is the minimum requirement.

23. As to the Contractor's Responsibilities and Scope of Work, it is our understanding that the study will not entail any pro forma financial services, budget considerations, funding analysis. Basically, the scope of work will entail addressing issues related attendance potential, determining admission fees and earned income. Is this correct and if so, why aren't any of these other issues not being asked for from the consultant?

It appears that the desire for attendance and earned revenue projections are implicit in the RFP. Is there also a requirement for operating expense projections that would enable the study to lead to a bottom line of amount required from contributed and grant sources to break even on operations?

Answer: As a state entity, core budget and funding for the LCRM will be a part of the annual State appropriation process. The issues to be addressed in this RFP relate to factors that are likely to be among the performance indicators that will be submitted to executive branch and legislative branch officials.

24. If an oral presentation is required, can this be done through video conferencing so as to mitigate costs in preparing this proposal, or does the oral presentation require physical presentation?

Answer: The RFP, as written, anticipates a physical presentation. However, once the actual determination as to the need for an oral presentation is made, the LSM may consider video presentation.

25. How large (sq. footage) a facility does the Museum anticipate or is this to be determined during the study process?

Answer: Facility size is one of the issues that should be addressed in the study.

26. Do you anticipate public engagement being a part of this project? (ie. Community workshop, interviews with community leaders, etc.)?

Answer: Yes, it is anticipated that community stakeholders- statewide -will be a part of the planning study project.

27. Should we include a description of our approach or process as part of Section 1 Experience/ Personnel?

Answer: Yes.

28. Is there a collection? If so, can you provide any details about the contents?

Answer: The Louisiana State Museum has an extensive collection of more than 400,000 objects and nearly 1 million linear feet of documents on Louisiana history and culture. Items from the collection will be available to use on this project and further collection will take place as warranted to meet the needs of the project.

29. The enabling legislation description of the museum notes that it is responsible for "chapters". Can the client, please clarify what is meant by "chapters"?

Answer: The LSM has interpreted that to mean the LCRM will have a responsibility to accurately reflect that "chapter" of history. We have not taken it to impose a requirement to maintain organizational chapters of some kind.

30. Would you mind publishing a list of the firms, organizations, and individuals to whom this proposal was distributed?

Answer: As the LSM is an agency of the State of Louisiana, this RFP was required to be posted on the website of the Louisiana Office of State Purchasing. At the time of posting, more than 1300 firms received electronic copies of the RFP by virtue of those firms having registered to receive communications regarding consulting services solicited by the various agencies of the State of Louisiana. Additional notice requirements included publication of information regarding this RFP in Baton Rouge and New Orleans periodicals. The RFP is posted on the LSM website. Also, the LSM has/will additionally post information regarding this RFP with a number of Museum associations, such as AAM. Consequently, a list of the type requested in this query would not be possible.

31. What is the extent of the site selection study regarding other possible sites? Will choosing a site be part of the scope of the planning process?

Answer: The RFP anticipates an assessment of potential sites. The LSM does expect the consultants to include a formal recommendation within the final study document.

32. Will site assessments require analysis of property value, acquisition cost or any other cost estimates related to construction, renovation, or any other modifications that may be required to vacant land or existing buildings?

Answer: Available relevant information should be included, but the RFP does not anticipate cost estimates of the nature implied in the question.

33. Please define what "an interest in the urban experience" means in providing a profile of target audiences.

Answer: It is possible that the LCRM will be located in an area not generally visited by tourist to New Orleans. An audience profile compiled as part of this project should

identify to the extent possible the characteristics of those likely to explore beyond the usual “tourist” areas of a city.

34. What types of “travel patterns” should the consultant identify in regards to attracting visitors to a New Orleans? Will this require an analysis of existing and proposed transportation options? Will the state require in-detailed statistical analysis on the uses of one or more modes of transportation? What is the objective of the travel pattern analysis?

Answer: The consultant should identify how visitors to the city get around in the city, whether the desire the visit a particular venue affects their decision-making, and other comparable questions.

35. Will the state provide general cost parameters for the analysis of multi-media exhibitions?

Answer: No. At this time, the LSM is interested in information on successful multi-media presentations in other venues without regard to the price.

36. Will the LA State Museum allow the distribution of surveys (written) to patrons of other LA museums?

Answer: The LSM will allow survey distribution is its properties, and will work to facilitate survey distribution in other venues, if appropriate.

37. What type and how many copies of deliverables (electronic/hard copy) are you expecting from the selected contractor?

Answer: The LSM will likely require at least three hard copy versions of the final study as well as an electronic version of the same.

SCHEDULE OF EVENTS

	Activity	Date
1.	Release of RFP	June 15, 2009
2.	Deadline to submit written questions about the RFP	June 26, 2009
3.	Responses to Proposers' Inquiries Posted @ http://lsm.crt.state.la.us	June 29, 2009
4.	Deadline to Submit Proposals - Proposals must be received at the Louisiana State Museum, Attn: Damond Francois, 751 Chartres Street, New Orleans, LA 70116.	Monday July 20, 2009 by 4 p.m. CDT
5.	Proposal Evaluation	July 21- August 14, 2009
6.	Oral Presentations, if necessary	August 24-25, 2009
7.	Final Evaluation & Selection	August 31, 2009
8.	Notification	September 3, 2009
9.	Contract Negotiations	To be determined
10.	Anticipated Contract Start Date (Allow 14 days from notification date for appeals)	To be determined

The State reserves the right to modify the schedule of events (other than the deadline to receive proposals). Any modifications and communications will be posted on the State's website <http://www.lsm.state.la.us> and <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>.